

Dated

2023

WESTERN RIVERSIDE WASTE AUTHORITY

- AND -

**CONTRACT
FOR**

LEGAL CONSULTANCY SERVICES

Western Riverside Waste Authority

Smugglers Way

Wandsworth

LONDON

SW18 1JS

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THIS DEED is made the _____ day of _____ 2023

BETWEEN

WESTERN RIVERSIDE WASTE AUTHORITY whose principal place of business is at Smugglers Way, Wandsworth London SW18 1JS (**"WRWA"**): and

(**"the Consultant"**).

The parties are hereinafter individually referred to as a "Party" and collectively referred to as the "**Parties**"

WHEREAS

- (A) WRWA dispatched a contract notice to the UK Government's Find a Tender Service (published on 14th March 2023) seeking expressions of interest from potential providers for the provision of Legal Consultancy Services.
- (B) The Consultant has represented that it has the requisite expertise to carry out such Services and has in accordance with WRWA's requirements submitted a tender for carrying out the Services.
- (C) WRWA has examined the Consultant's tender submission and being satisfied that it appears to meet WRWA's requirements has accepted the Consultant's tender subject to the Conditions as hereinafter referred to.
- (D) The Consultant acknowledges that there is no obligation on WRWA to proceed with any Services under this Contract and that WRWA may, at its absolute discretion, appoint any third parties as it deems necessary to perform part of the Services in lieu of the Consultant.

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND CONSTRUCTION

1.1 In this Contract, save where the context otherwise requires, the following words and expressions shall have the meanings assigned to them:

"Agreed Rates" mean the hourly rates for the provision of the Services for WRWA by the Consultant as identified and set out in Schedule 5 (Agreed Rates);

"Building Contract(s)" means any contracts entered into between WRWA and partners for the redevelopment of Cringle Dock or the provision of buildings on other sites;

"CDM Regulations" mean the Construction (Design and Management) Regulations 2015 (SI 2015/51) and the Health and Safety Executive Guidance on the Construction (Design and Management) Regulations 2015;

"Commencement Date" means ;

"Conditions" means these conditions of contract;

"Confidential Information" means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the Data Protection Act 2018. Confidential Information shall not include information which:

- was public knowledge at the time of disclosure (otherwise than by breach of Clause 22 (Confidentiality));
- was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- is independently developed without access to Confidential Information;

"Consultant" means

"Consultant's Representative" means the person identified in Schedule 6 (Staff) or other person nominated from time to time and notified in writing to WRWA;

"Consumer Prices Index" means the "all items" figure of the Index of Consumer Prices published by the Office for National Statistics;

"Contract" means this deed entered into between WRWA and the Consultant consisting of the Conditions, the Schedules and Task Forms issued by WRWA to the Consultant during the Contract Period;

"Contractor" means a contractor employed under a relevant Building Contract;

"Contract Period" means (subject to earlier termination in accordance with its terms or by operation of law) the duration of the Contract, starting on the Commencement Date, as set out in clause 2;

"Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer" take the meaning given in the GDPR;

"Data Loss Event" means any event that results, or may result, in unauthorised access to Personal Data held by the Consultant under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;

"DPA 2018" means the Data Protection Act 2018;"Data Protection Impact Assessment" means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

"Data Protection Legislation" means (i) the GDPR and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

"Data Subject Access Request" means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

"Default" means any failure to fulfil an obligation or promise or to perform specified acts under the Contract and shall include failure to perform part of the Services as specified in a Task Form;

"Fees" mean the fees based on the Agreed Rates payable to the Consultant for the relevant Services identified on a Task Form;

"Force Majeure" means any circumstance arising from or attributable to acts, events, omissions or accidents beyond its reasonable control, which renders the continued performance of any obligations under the Contract illegal or impossible, including:

- (a) act of God, fire, flood, earthquake, windstorm or other natural disaster;
- (b) epidemic or pandemic;
- (c) riot, civil disturbance, industrial dispute (not directly involving either Party), war, sabotage or terrorist attack;
- (d) nuclear, chemical or biological contamination;
- (e) compliance with any law or governmental order, rule, regulation or any action taken by the government or public authority;
- (f) loss at sea;
- (g) extreme adverse weather conditions;
- (h) interruption or failure of utility Services; and
- (i) non-performance by suppliers or sub-contractors, provided that such suppliers and sub-contractors are themselves impeded by any of limbs (a) – (h) above.

"Funder" means a person providing finance in connection with a WRWA Project:

"GDPR" means the General Data Protection Regulation (Regulation (EU) 2016/679);

“Information” means information as defined in section 84 Freedom of Information Act 2000 or environmental information as defined in regulation 2 Environmental Information Regulation 2004;

“Intellectual Property Rights” means patents, inventions, trade marks, service marks, logos, design rights (whether capable of being registered or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether capable of being registered or not in any country (including the United Kingdom) and the right to sue for passing off;

“Key Dates” means the material dates and time periods for completing key activities for the delivery of the Services agreed by the Consultant and WRWA, as may be adjusted from time to time by WRWA;

"Law" means the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services or with which the Consultant is bound to comply;

“Lead Consultant” means such consultant that may be appointed by WRWA from time to time who shall be responsible for coordinating the work relating to a WRWA Project;

“Method Statement” means submissions, documents and representations made by the Consultant to WRWA as part of the competitive procurement process conducted by WRWA in the form at Schedule 2 and shall include the presentation materials of the Consultant in the form at Appendix 1 of Schedule 2;

“WRWA’s Representative” means the person nominated from time to time and notified in writing to the Consultant;

“Professional Team” means the Lead Consultant, the Consultant, other consultants and advisers relating to a WRWA Project, and any other organisations or individuals that may be appointed by WRWA from time to time and notified by WRWA to the Consultant;

"Protective Measures" means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality; integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;

“Required Standard” means all the reasonable skill, care and diligence to be expected of a qualified and experienced member of the Consultant's profession undertaking services or works similar in scope, size, complexity, value and character to the WRWA Project and the Services and shall include the Service Standards at Schedule 3;

“Schedules” means the Schedules annexed hereto and forming part of the Contract;

“Services” means the legal consultancy services required and the requirements of WRWA as described in the Schedule 1 (Scope of Services) which shall include the general services as set out in Schedule 1 (Scope of Services);

“Staff” means all persons employed by the Consultant to perform the Services identified in Schedule 6 (Staff) who may be removed and replaced from time to time under clause 6;

"Task Form" means an instruction for Services in the form at Schedule 4 (Task Form);

"Third Party Agreement" means any agreement between WRWA and a third party relating to a WRWA Project provided that WRWA has supplied the Consultant with a copy (or relevant extracts or summaries) of such agreements; and

"Working Days" means Monday to Friday excluding all public and bank holidays in England and Wales.

"WRWA Premises" means the Authority's offices, the operational waste sites at Smugglers Way and Cringle Dock operated by its sub-contractor Cory Environmental Limited, Institute Wharf and any other premises leased or purchased by the Authority during the Contract Period.

"WRWA Project" means:

- the retendering of any new WRWA waste services (in lots or in their entirety) to commence on 5th October 2032;
- evaluation of WRWA's residual rights beyond the expiry of its current Waste Management Services Agreement with Cory Environmental Limited;
- the purchase of new land on which to provide services on;
- the procurement of development partners to provide residential, or mixed use developments on WRWA premises potentially over or alongside waste management facilities; and
- any other projects that involve significant legal or financial risk for WRWA.

"[ZZZ Firm" means a member of the ZZZ network and any entity operating under a common branding arrangement with a member of the ZZZ network, each of which is a separate legal entity.]

"[ZZZ Persons" means ZZZ's or any other ZZZ Firm's subcontractors, members, shareholders, directors, officers, partners, principals or employees.]

- 1.2 A reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, etc. as amended or re-enacted, from time to time.
- 1.3 The headings to these Conditions are for ease of reference only, and shall not affect the construction of the Contract.
- 1.4 All references to the masculine shall include the feminine, and all references to the singular shall include the plural and words importing individuals shall be treated as importing corporations and vice versa.
- 1.5 Where the Consultant is more than one person those persons shall be jointly and severally liable under the Contract.
- 1.6 Reference to employees, personnel, staff and managers of the Consultant shall include references to all persons engaged by the Consultant in the performance of the Services

and shall (if the context so permits) include references to the personnel staff and managers of any sub-consultant or the Consultant.

- 1.7 This Contract shall be binding on, and enure to the benefit of, the Parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8 Any reference to a Party's consent or approval being required is to a consent or approval in writing, which must be obtained before the relevant action is taken or event occurs.
- 1.9 In the event and to the extent only of any conflict between the Conditions and the Schedules, the Conditions shall prevail and in the event of conflict between Schedule 1 (Scope of Services) and any other Schedule, Schedule 1 shall prevail to the extent of the conflict.
- 1.10 Words preceding "include", "includes", "including" and "included" shall be construed without limitation by the words which follow those words.
- 1.11 Unless otherwise defined in clause 0, words defined in clause 8 (Fees and Payment), clause 14 (Indemnity and Insurance), clause 19 (Intellectual Property Rights), Clause 20 (FOIA, EIR, and Transparency), and clause 27 (TUPE) shall have the meaning ascribed to them within clause 8, clause 14, clause 19, clause 20 and clause 27 respectively.

2 CONTRACT PERIOD

- 2.1 WRWA appoints the Consultant to carry out the Services, subject to and upon the terms of this Contract. The Contract shall commence with effect from the Commencement Date and (subject to the Contract provisions for earlier termination at clause 24 or extension at clause 2.2 it shall continue in force for a period of 10 (ten) years.

Options to extend

- 2.2 WRWA may give notice to the Consultant at any time before the expiry of this Contract to extend the Contract Period upon the same terms for a further period of up to 6 (six) years by a maximum of three extensions of up to 24 months each.

3 CONSULTANT'S OBLIGATIONS

- 3.1 The Consultant warrants and undertakes that it shall comply with the terms of this Contract.
- 3.2 The Consultant shall provide the Services as defined in Schedule 1 (Scope of Services) using the relevant methodology or methodologies described in the Consultant's method statements at Schedule 2 (Method Statements), where relevant, and in compliance with the Required Standards. In the event of any discrepancies or divergences between the Scope of Services and the Method Statements, the Scope of Services shall take priority.
- 3.3 The Consultant warrants and undertakes that it shall, in the performance of the Services:

- 3.3.1 to perform the Services and prepare all reports and documentation for those elements of the WRWA Projects for which the Consultant is responsible according to the Key Dates (as specified in a Task Form) or, in the absence of Key Dates, in sufficient time to facilitate the efficient progress of the WRWA Projects;
 - 3.3.2 to meet deadlines for tasks as required by WRWA using the Task Form at Schedule 4 and shall meet times stated in a Task Form and Key Dates;
 - 3.3.3 promptly inform the WRWA's Representative (and confirm in writing) if the Services, or any part of the Services, are not being, or may not be, performed, whether or not as the result of any act or omission of WRWA or a Funder, giving details, reasons and likely duration of non performance. The provision of this information shall not relieve the Consultant from its contractual obligations; and
 - 3.3.4 not to cause or contribute to any breach by WRWA of any Third Party Agreement or any agreement with a Funder.
- 3.4 The Consultant shall exercise the Required Standard in the provision of the Services and shall act accordance with the reasonable written instructions of WRWA's Representative. Whether these instructions are met shall be determined by WRWA's Representative acting reasonably.
 - 3.5 The Consultant shall promptly inform the WRWA Representative (and confirm in writing) if the Services, or any part of the Services, are not being, or may not be performed in accordance with the Key Dates, whether or not as the result of any act or omission of WRWA, giving details, reasons and likely duration of non-performance. The provision of this information shall not relieve the Consultant from its contractual obligations.
 - 3.6 If the Consultant requires any further instruction or information in connection with the provision of the Services the Consultant shall make a sufficiently detailed, and sufficiently timely, written request to the WRWA Representative specifying any critical date by which a response is needed, but otherwise giving the WRWA Representative reasonable time to respond.
 - 3.7 The Consultant shall use its reasonable endeavours to ensure that Staff are available at all times on reasonable notice to provide such assistance or information as WRWA may require.
 - 3.8 If a Staff of the Consultant is unable to provide the Services due to illness or injury, the Consultant shall advise WRWA of that fact as soon as reasonably practicable. For the avoidance of doubt, no Fees shall be payable in respect of any period during which the Services are not provided.
 - 3.9 The Consultant shall at all times comply with all relevant WRWA's policies, standing orders and regulations, available on WRWA's website www.wrwa.gov.uk
 - 3.10 Except as otherwise provided in the Contract the Consultant shall provide Staff and all the equipment, materials, information, data and other things whatsoever required for the provision of the Services.

- 3.11 The Consultant shall co-operate and co-ordinate its activities with any Professional Teams or their sub-consultants engaged in providing any Building Contract.
- 3.12 The Consultant shall ensure that neither the Consultant nor the Consultant's Staff shall do any act or thing at any premises owned or occupied by WRWA other than the proper performance of the Services.
- 3.13 The Consultant shall comply with the reasonable instructions of the Lead Consultant.
- 3.14 Unless WRWA has provided its prior written approval or specified in a Task Form, the Consultant has no authority to:
- 3.14.1 make or instruct a Funder or any member of the Professional Team;
- 3.14.2 make or instruct the Contractor, the Funder or any member of the Professional Team to make) any alteration to a Building Contract;
- 3.15 Unless otherwise specified or agreed in writing, the Consultant shall submit all written work in connection with the Contract to WRWA by electronic means in the first instance and, if hard copies of written work are required by WRWA, the Consultant shall produce the written work on recycled paper printed on both sides unless single sided is needed for specific documents.

4 SERVICES AND TIMESHEETS

- 4.1 The Consultant shall not perform any Services and WRWA shall not be obliged to make any payment to the Consultant for any Services under this Contract until WRWA instructs the Consultant to proceed in accordance with clause 4.3. The Consultant acknowledges and agrees that there is no obligation whatsoever on WRWA to instruct the Consultant to proceed with any of the Services under this Contract and WRWA reserves the right to not purchase any Services; or any particular volume of Services during the Contract Period. In entering into this Contract, no form of exclusivity has been conferred on the Consultant nor volume or value guarantee granted by WRWA in relation to the provision of the Services and WRWA is at all times entitled to enter into contracts and agreements with third parties for the provision of any services which are the same as or similar to the Services.
- 4.2 Where WRWA considers that it may or will require the performance of Services, it will set out its requirements and send this to the Consultant together with a request for an estimate of the Fees for the relevant Services.
- 4.3 Within 5 (five) Working Days after receipt of the request for a Fee estimate, the Consultant shall send the Fee estimate for the relevant Services to WRWA. Upon receipt of the Fee estimate, WRWA may issue a Task Form in the form at Schedule 4 (Task Form) and send this to the Consultant. Within 5 (five) Working Days after receipt of the Task Form, the Consultant shall sign and return a copy to WRWA for its records. Invoices may only be submitted to WRWA once the relevant Task Form has been agreed and returned to WRWA.
- 4.4 The Consultant shall provide WRWA with weekly timesheets (or on such intervals as WRWA may, at its absolute discretion, determine) every Monday (or on Tuesday where the Monday is not a Working Day). The timesheets shall show:

- 4.4.1 the description of the work and Services undertaken over since the last timesheets were provided to WRWA;
- 4.4.2 the applicable dates and times (in hours: minutes) of working by Staff;
- 4.4.3 the relevant members of Staff including their names, their grade(s) and hourly rates in accordance with Schedule 6 (Staff) and Schedule 5 (Agreed Rates);
- 4.4.4 the reference for the relevant Task Form; and
- 4.4.5 any other relevant information to the timesheets which WRWA shall reasonably require.

5 AGENCY

- 5.1 At all times during the Contract Period the Consultant shall be an independent Consultant and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

6 STAFF

- 6.1 The Consultant shall make available for the purposes of the Services any individuals named in its tender and the person (if applicable) so named as the Consultant's Representative as set out in Schedule 6 (Staff). The Consultant must notify WRWA of other individuals, not named in its tender before making such individuals available for the purposes of the Services.
- 6.2 The Consultant shall employ sufficient Staff for the provision of the Services and ensure that the Staff are properly and suitably qualified, competent, skilled, honest and experienced and shall at all times exercise reasonable care in the execution of their duties.
- 6.3 The Consultant shall ensure that Staff members:
 - 6.3.1 are properly and sufficiently instructed and supervised with regard to the provision of the Services;
 - 6.3.2 devote sufficient time and attention fulfilling their respective roles; and
 - 6.3.3 are not removed without WRWA's prior written consent (such consent not to be unreasonably withheld or delayed), except in the event of (i) death; (ii) permanent incapacity; (iii) an illness making the relevant individual unavailable for work; or
 - 6.3.4 (iv) the relevant individual leaving the Consultant's employment.
- 6.4 The WRWA Representative shall have the power upon written notice to require the Consultant, but not unreasonably or vexatiously, to remove from the provision of the Services any Staff of the Consultant including the Consultant's Representative. The Consultant shall forthwith remove such person from the provision of the Services and as soon as reasonably practicable shall provide a replacement. The Consultant shall fully and promptly indemnify WRWA against any claim made by such person.

7 SECURITY

- 7.1 WRWA shall by prior arrangement provide such access to WRWA premises as the Consultant may reasonably require to fulfil its obligations under the Contract.
- 7.2 The Consultant shall comply with all health and safety and security requirements of WRWA and where applicable its sub-contractor Cory Environmental Limited on WRWA premises.
- 7.3 WRWA reserves the right to refuse admission to or require the removal of any person from the Site, the LEL Operational Site or WRWA premises who is considered unacceptable for any reason.
- 7.4 Unless caused by an act or omission of WRWA, the Consultant shall be responsible for theft, loss or damage to:
- 7.4.1 own property, plant, equipment, data or personal possessions brought onto WRWA premises;
 - 7.4.2 WRWA plant, equipment, or data used or within the care and control of the Consultant.

8 FEES AND PAYMENT

- 8.1 In consideration of the performance of the Services by the Consultant as specified in a Task Form, WRWA shall pay the Fees.
- 8.2 The Fees for each Task Form shall be the entire remuneration of the Consultant for the relevant Task Form.
- 8.3 Expenses, disbursements and other outgoings shall not be incurred by the Consultant without the prior written approval of WRWA. Any such expenses, disbursements or outgoing incurred by the Consultant shall be itemised separately on the invoice and shall be included within the next invoice after they are incurred and approved by WRWA.
- 8.4 The Fee shall be calculated based on the Agreed Rates (Schedule 5) and the Fees set out in the Task Form for the relevant Services.
- 8.5 The Consultant shall submit invoices monthly, and together with such records as WRWA may reasonably require including, but not limited to, time sheets, expense receipts, invoices paid or any other documents which would enable WRWA to verify the information and the amounts referred to in that invoice.
- 8.6 WRWA shall pay the Consultant within 30 days of the receipt of a valid invoice provided that WRWA is satisfied that the Service for which the invoice relates have been performed fully in accordance with the Contract. WRWA shall be entitled to challenge any invoice that it considers incorrect, which shall be communicated to the Consultant together with WRWA's grounds for thinking this. The Parties shall then agree the correct charges and WRWA shall make payment within 30 days of agreement being reached.
- 8.7 The Fee shall be exclusive of VAT and VAT will be payable at the prevailing rate.

- 8.8 The Consultant must at its own expense submit all invoices, notices and credit notes electronically by email and in hardcopy by post and through any other reasonable means requested by WRWA.
- 8.9 The Consultant shall provide the name and address of its bank, the account name and number, the bank sort code and any other details, in whatever format WRWA may require.
- 8.10 The Agreed Rates will be reviewed each year and, will be varied each year with effect from the 1st April following the first anniversary of the Commencement Date by the change in the Consumer Prices Index.
- 8.11 Any costs incurred by the Consultant in familiarisation with the requirements of this Contract and the Services or in respect of the costs of mobilisation or transition from the previous consultant shall be for the account of the Consultant and shall not form any part of the Services

9 MEASUREMENT OF PERFORMANCE

- 9.1 Throughout the Contract Period the performance of the Consultant in relation to any Services shall be monitored by WRWA.
- 9.2 The Consultant shall keep a written record of any performance monitoring carried out by WRWA and shall afford WRWA and/or any internal auditor or external auditor appointed on its behalf access on reasonable notice and during normal working hours to such records and accounts as may be required from time to time.
- 9.3 The Consultant will provide management information to WRWA on an ad hoc basis as requested by WRWA. The information to be provided to WRWA will be in a format prescribed by WRWA and may include the following:
- 9.3.1 description of all Services on which the Consultant is currently working including details of work in progress and expected completion date(s);
 - 9.3.2 details of the Consultant's Staff working on current Services; and
 - 9.3.3 a comparison of activities against agreed milestones and deliverable tasks.
- 9.4 The Consultant will comply with all evaluation and feedback procedures discussed and agreed with WRWA Representative.
- 9.5 Either Party may upon reasonable notice, call performance monitoring, management or customer care meetings. These shall be attended by the Consultant (at no cost to WRWA), WRWA's Representative and any other person WRWA wishes to attend or WRWA agrees may attend.

10 CONTINUOUS IMPROVEMENT AND CO-OPERATION

- 10.1 The Consultant shall, throughout the Contract Period look for and seek to achieve, in conjunction with the Professional Team, the Contractor and others involved in the delivery of the Services with which the Consultant is involved, continuous improvement in the quality and value for money of Services.

- 10.2 The Consultant shall (at the request of WRWA) participate in meetings, including but not limited to, with WRWA and/or with the Professional Team, the Contractor, the Funder or other consultants engaged by WRWA or other customers in relation to the Services.

11 HEALTH AND SAFETY

- 11.1 The Consultant shall comply with:

11.1.1 all current relevant health, safety, fire and environmental legislation and official codes of practice and guidance applicable to the Services including the provisions of the Health and Safety at Work etc Act 1974, Health Act 2006 and the Smoke-free (Premises and Enforcement) Regulations 2006;

11.1.2 all WRWA health, safety, fire and environmental requirements, codes of practice and guidance as notified in writing by WRWA;

11.1.3 all Cory Environmental Limited requirements, guidance, procedures and policies on health, safety, fire and environmental requirements as notified in writing by WRWA; and

11.1.4 all requirements of the Contract in relation to health, fire, safety and environmental matters.

- 11.2 The Consultant shall upon request provide a copy of its policies in relation to health, safety, fire and environmental issues.

- 11.3 The Consultant shall promptly notify WRWA of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. The Consultant shall notify WRWA immediately in the event of any incident occurring where that incident causes any personal injury or any damage to property which could give rise to personal injury.

12 EQUAL OPPORTUNITIES

- 12.1 As a manager, employer and provider for services and/or supplies, the Consultant shall do all it reasonably can to seek the elimination of all forms of discrimination in its employment practices, ensuring that in the management and provision of its services no person is discriminated against whether directly or indirectly or by way of victimisation or harassment in relation to sex, religion, race, disability, colour, nationality, ethnic or national origins, marital status, maternity, paternity, gender reassignment, age, part time or temporary status and sexual orientation in accordance with an established single equality scheme (as amended from time to time). The Consultant shall provide a copy of its equal opportunities policy to WRWA upon request.

- 12.2 During the Contract Period the Consultant shall and shall procure that its personnel comply with the provisions of the Equality Act 2010 together with any applicable anti-discrimination legislation and with WRWA's policies as may be amended from time to time.

- 12.3 The Consultant shall follow all relevant codes of good practice including those produced by the Equality and Human Rights Commission and its successors.

- 12.4 In the event of any judicial or other official finding of unlawful discrimination by the Consultant, the Consultant shall take all reasonable steps to prevent a repetition of the unlawful discrimination and shall provide details of those steps to WRWA upon request.
- 12.5 The Consultant shall provide such information as WRWA may reasonably request for the purpose of assessing the Consultant's compliance with this clause 12.
- 12.6 WRWA is a public authority for the purpose of the Human Rights Act 1998, and where the Consultant is providing services to service users on WRWA's behalf, the Consultant shall act compatibly with the requirements set out in that Act, in all aspects of providing the Service.
- 12.7 The Consultant shall, at its own cost, carry out such Equalities Impact Assessments as are required by WRWA from time to time.
- 12.8 The Consultant shall take all reasonable steps to ensure that all servants, employees or agents of the Consultant and all sub-Consultants employed in the execution of the Contract do not unlawfully discriminate in accordance with this clause 12.
- 12.9 The Consultant shall provide such information as WRWA may reasonably request for the purpose of assessing the Consultant's compliance with this clause 12.

13 OBSERVANCE OF STATUTORY REQUIREMENTS

- 13.1 The Consultant shall ensure that the Services delivered by the Consultant, shall:
- (a) comply with all applicable Laws, regulations, regulatory policies, guidelines or codes in each case from time to time in force, including all such guidelines and codes issued by statutory, regulatory and industry bodies;
 - (b) not infringe the Intellectual Property Rights or proprietary rights of any third party; and
 - (c) not be defamatory, libellous, obscene or otherwise offensive.
- 13.2 If either the Consultant or WRWA becomes aware that there is risk that any part of the Services is not in compliance with clause 13.1, each shall promptly notify the other, and, without prejudice to any other right or remedy of WRWA, the Consultant shall make any modifications which may be necessary to remedy that defect in the Services or part thereof. Any modifications shall be at the Consultant's cost unless the problem was due to WRWA's act or omission and/or any information provided by WRWA to the Consultant in relation to the relevant part of the Services.
- 13.3 The Parties to this Contract shall each comply with all statutory obligations required to be observed and performed in connection with the Services and shall each indemnify the other for any direct losses or claims arising directly from the breach of this clause 13.

14 INDEMNITY AND INSURANCE

- 14.1 Neither Party excludes or limits liability to the other Party for:
- 14.1.1 death or personal injury caused by its negligence; or
 - 14.1.2 fraud; or

- 14.1.3 fraudulent misrepresentation; or
- 14.1.4 any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.
- 14.2 Subject to clauses 14.3 and 14.4 the Consultant shall indemnify WRWA and keep WRWA indemnified fully against all loss, claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the negligent supply, or the late or purported supply, of the Services or the performance or non-performance by the Consultant of its obligations under the Contract or the presence of the Consultant or any Consultant Staff on the Site, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Consultant, or any other loss which is caused directly or indirectly by the negligent act or omission of the Consultant.
- 14.3 The Consultant shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or misconduct of WRWA or by breach by WRWA of its obligations under the Contract.
- 14.4 The Consultant shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure resulting from the direct Default of the Consultant.
- 14.5 Without prejudice to its obligation to indemnify or otherwise be liable to WRWA under this Contract, the Consultant shall for the periods specified in Schedule 7 (Insurances) take out and maintain, or procure the taking out and maintenance of insurances in accordance with the requirements specified in Schedule 7 (Insurances) and any other insurances required by law or relevant regulation (together the "Required Insurances"). WRWA may request that the Consultant shall effect and maintain professional indemnity insurance at a higher value than that specified in Schedule 7 (Insurances) in relation to a particular element of a Building contract (such insurance shall form part of the "Required Insurances"). Any such request shall be specified in the relevant Task Form and the Consultant shall effect and maintain such higher level of insurance from the commencement of the Services instructed under the Task Form until the date falling 6 (six) years after the date of practical completion (however that term may be defined) of the works under the Building Contract to which the Task Form relates.
- 14.6 The Required Insurances shall be taken out and maintained with insurers who are of good financial standing, appropriately regulated and of good repute in the international insurance market.
- 14.7 Where specified in Schedule 7 (Insurances) the Consultant shall ensure that the policy shall contain an indemnity to principals clause, under which WRWA shall be indemnified in respect of claims made against WRWA arising from death or bodily injury or third party property damage, and for which the Consultant is legally liable in respect of this Contract.
- 14.8 The Consultant shall not take any action or fail to take any action or, insofar as is reasonably within its power, permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Required Insurances.
- 14.9 If the Consultant is in breach of clause 14.5, WRWA may elect, but shall not be obliged, to purchase any insurance which the Consultant is required to maintain pursuant to this Contract but has failed to maintain in full force and effect, and WRWA shall be entitled to recover the premium, insurance premium tax and other reasonable costs incurred in connection therewith as a debt due from the Consultant.

- 14.10 The Consultant shall, upon the date of this Contract and within fifteen (15) days after the renewal of any of the Required Insurances, provide evidence, in a form satisfactory to WRWA, that the Required Insurances are in force and effect and meet the requirements of clause 14.5 and Schedule 7 (Insurances). The supply to WRWA of any evidence of insurance cover in compliance with the requirements of this Clause 14.10 shall not imply acceptance by WRWA that the extent of insurance cover is sufficient or that the terms and conditions thereof are satisfactory, in either case, for the purposes of this Contract nor be a waiver of the Consultant's liability under this Contract.
- 14.11 The Consultant shall notify WRWA at least ten (10) days prior to the cancellation, suspension, termination or non-renewal of any of the Required Insurances.
- 14.12 The Consultant shall promptly notify to insurers any matter arising from, or in relation to, the services and/or this Contract for which it may be entitled to claim under any of the Required Insurances. In the event that WRWA receives a claim relating to the services or this Contract, the Consultant shall co-operate with WRWA and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 14.13 Except where WRWA is the claimant party, the Consultant shall notify WRWA immediately after any insurance claim in excess of two hundred and fifty thousand pounds (£250,000) relating to this Contract or any of the Required Insurances or which, but for the application of the applicable policy excess, would be made on any of the Required Insurances (such notification to be accompanied by reasonable particulars of the incident or circumstances giving rise to such incident).
- 14.14 Where any Required Insurance requires payment of a premium, the Consultant shall be liable for such premium.
- 14.15 Where any Required Insurance is subject to an excess or deductible, below which the indemnity from insurers is excluded, the Consultant shall be liable for such excess or deductible which would otherwise be insured but for the excess or deductible. The Consultant shall not be entitled to recover from WRWA any sum paid by way of excess or deductible under the Required Insurances whether under the terms of this Contract or otherwise.
- 14.16 The Consultant shall discharge all its obligations under the Insurance Act 2015 when placing, renewing, amending or maintaining any insurance required by this Contract including complying with the duty of fair presentation to insurers.
- 14.17 The total aggregate liability of the Consultant in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise howsoever caused arising out of or in connection with the provision of the Services and Additional Services or otherwise under this Contract is not limited for fraud or fraudulent misrepresentation or where its negligence causes death or personal injury, but otherwise is limited to £15,000,000 (fifteen million pounds).
- 14.18 If the Consultant is liable to WRWA under this Contract or otherwise in connection with the Services, for loss or damage to which any other persons have also contributed (including but not limited to the WRWA's contributory negligence), Consultant's liability to WRWA shall be several, and not joint, with such others, and shall be limited to Consultant's proportionate share of that total loss or damage, based on Consultant's

contribution to the loss and damage relative to the others' contributions. No waiver of exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of Consultant's proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.

15 SOLE RECOURSE

15.1 WRWA (and any others for whom Services are provided under this Agreement) may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other [ZZZ Firm] or [ZZZ Persons]. WRWA shall make any claim or bring proceedings only against the Consultant.

16 ASSIGNMENT AND SUB-CONTRACTING

16.1 WRWA shall be entitled to assign the benefit of the Contract or any part of it and shall give written notice of any assignment to the Consultant.

16.2 The Consultant shall not sub-contract or transfer, assign, charge or otherwise dispose of the Contract or any part of it without the previous written consent of WRWA.

16.3 The Consultant shall ensure that any sub-consultant complies with the provisions of the Contract save to the extent that they are completely inapplicable. Any sub-contract shall not relieve the Consultant of its obligations under the Contract.

16.4 The Consultant shall include a term in the Contract with the sub-consultants and any Key Sub-consultant that payment to the Key Sub-consultant shall be made within thirty (30) days of the due date for payment in accordance with clause 8.

17 SUFFICIENCY OF INFORMATION

17.1 The Consultant is deemed to have satisfied itself as to the nature and extent of the Services to be provided and shall be deemed to be satisfied as to the accuracy and sufficiency of the Agreed Rates stated by the Consultant in its tender or for Fees stated in a Task Form which shall (except insofar as is otherwise expressly set out in the Contract) cover all the Consultant's obligations and costs under the Contract. The Consultant shall be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect the Consultant's tender.

18 AUDIT

18.1 For the purpose of conducting any audit investigation of the Contract, the Consultant shall throughout the Contract Period provide all facilities and allow full access to WRWA or its auditors to:

18.1.1 all offices and premises of the Consultant for the purpose of inspecting records and documents in the possession, custody or control of the Consultant in connection with the provision of the Services;

18.1.2 all technology, resources, systems and procedures used or proposed to be used in connection with the provision of the Services; and

- 18.1.3 interview the Consultant's Staff.
- 18.2 The Consultant shall keep and maintain until seven (7) years after the end of the Contract Period, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including:
- 18.2.1 the Services provided under the Contract;
- 18.2.2 all expenditure reimbursed by WRWA; and
- 18.2.3 all payments made by WRWA.
- 18.3 The Consultant shall by a term in any sub-contract authorised by WRWA, secure a similar right of access for WRWA and its auditors for the purpose of conducting any audit investigation of the Contract.
- 18.4 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 18, unless the audit identifies a material default by the Consultant in which case the Consultant shall reimburse WRWA for all WRWA's reasonable costs incurred in the course of the audit.

19 INTELLECTUAL PROPERTY RIGHTS

- 19.1 Subject to clause 19.2 WRWA shall be entitled to all Intellectual Property Rights in the materials developed, originated, written or prepared by the Consultant or any Staff of the Consultant in connection with the Services (whether individually or jointly with WRWA ("the Materials")), which Intellectual Property Rights the Consultant by this Contract assigns to WRWA with full title guarantee.
- 19.2 The Intellectual Property Rights owned by or otherwise in the possession of either Party prior to the Commencement Date shall remain the absolute property of that party for the Contract period. The Consultant hereby grants to WRWA an irrevocable, non exclusive, assignable, and royalty free licence to use the Consultant's materials provided in relation to the Services with a right to grant sub-licences to such third parties as WRWA reasonably requires for the purposes of the Services. The licence will continue in force notwithstanding the expiry or termination of the Contract. For the avoidance of doubt the Consultant shall retain ownership of its own work papers.
- 19.3 At the request of WRWA the Consultant shall do all such things and sign all documents or instruments reasonably necessary in WRWA's opinion to enable WRWA to obtain, defend and enforce its Intellectual Property Rights in the Materials.
- 19.4 The Consultant warrants that the Materials will (so far as they do not comprise material originating from WRWA) be original works of authorship and the use or possession by WRWA will not subject WRWA to any claim for infringement of any proprietary rights of any third party.
- 19.5 The Consultant agrees to indemnify WRWA against any and all claims, liability, loss, damages, costs and expenses, which WRWA may incur or suffer as a result of a breach by the Consultant of the warranties set out in this clause 19.

- 19.6 The Consultant agrees that WRWA is entitled to all property, copyright, and other intellectual property rights in all Materials developed, originated, written or prepared or contributed by WRWA whether or not changed or developed by the Consultant.

20 FOIA, EIR, AND TRANSPARENCY

- 20.1 WRWA is subject to the provisions of the Freedom of Information Act 2000 (“the FOIA”) and Environmental Information Regulations 2004 (“the EIR”) and the Transparency Code 2015 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations. As such the Consultant acknowledges that WRWA may be obliged to disclose Information relating to this Contract and shall not be liable to the Consultant or any other person for any loss suffered as a result of a bona fide disclosure of Information under the FOIA or EIR. More particularly:

20.1.1 upon receipt of a request for Information WRWA shall, wherever reasonably practicable, consult with the Consultant and take into account its views on disclosure and the applicability of any exemptions;

20.1.2 the Consultant shall not respond directly to a request for Information under FOIA or EIR and shall instead pass any request to WRWA within two (2) Working Days of receipt; and

20.1.3 the Consultant shall and shall procure that its sub-consultants shall:

20.1.3.1 provide WRWA with a copy of all Information in its possession or power in a form that WRWA requires within five (5) Working Days of request at no cost to WRWA; and

20.1.3.2 provide all necessary assistance as reasonably requested by WRWA to respond to a request for Information within the time for compliance set out in FOIA or EIR or any other similar legislation, regulations guidelines or codes of practice.

21 DATA PROTECTION

- 21.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, WRWA is the Controller and the Consultant is the Processor. The only processing that the Consultant is authorised to do is that permitted by Data Protection Legislation in order to perform the Services under this Contract.

21.2 The Consultant shall notify WRWA immediately if it considers that any of WRWA's instructions infringe the Data Protection Legislation.

21.3 The Consultant shall provide all reasonable assistance to WRWA in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of WRWA, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and

- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

21.4 The Consultant shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

- (a) process that Personal Data only in accordance with the performance of the Services under this Contract, unless the Consultant is required to do otherwise by Law. If it is so required the Consultant shall promptly notify WRWA before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which have been reviewed and approved by WRWA as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) its employees, Project Team and Key Subconsultants do not process Personal Data except in accordance with this Contract;
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Of its employees, Project Team and Key Subconsultants who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Consultant's duties under this Clause 21;
 - (B) are subject to appropriate confidentiality undertakings with the Consultant or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by WRWA or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of WRWA has been obtained and the following conditions are fulfilled:
 - (i) WRWA or the Consultant has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46) as determined by WRWA;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Consultant complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist WRWA in meeting its obligations); and
 - (iv) the Consultant complies with any reasonable instructions notified to it in advance by WRWA with respect to the processing of the Personal Data;
- (e) at the written direction of WRWA, delete or return Personal Data (and any copies of it) to WRWA on termination of the Contract unless this Consultant is required by Law to retain the Personal Data.

- 21.5 Subject to clause 21.7, the Consultant shall notify WRWA immediately if it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- 21.6 The Consultant's obligation to notify under clause 21.6 shall include the provision of further information to WRWA in phases, as details become available.
- 21.7 Taking into account the nature of the processing, the Consultant shall provide WRWA with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 21.6 (and insofar as possible within the timescales reasonably required by WRWA) including by promptly providing:
- (a) WRWA with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by WRWA to enable WRWA to comply with a Data Subject Access Request within the relevant timescales set
 - (c)
 - (d) WRWA, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (e) assistance as requested by WRWA following any Data Loss Event;
 - (f) assistance as requested by WRWA with respect to any request from the Information Commissioner's Office, or any consultation by WRWA with the Information Commissioner's Office.
- 21.8 The Consultant shall maintain complete and accurate records and information to demonstrate its compliance with this clause 21. This requirement does not apply where the Consultant employs fewer than 250 staff, unless:
- (a) WRWA determines that the processing is not occasional;
 - (b) WRWA determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) WRWA determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 21.9 The Consultant shall allow for audits of its Data Processing activity by WRWA or WRWA's designated auditor.
- 21.10 The Consultant shall designate a data protection officer if required by the Data Protection Legislation .

- 21.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Consultant must:
- (a) notify WRWA in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of WRWA;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 21 such that they apply to the Sub-processor; and
 - (d) provide WRWA with such information regarding the Sub-processor as WRWA may reasonably require.
- 21.12 The Consultant shall remain fully liable for all acts or omissions of any Sub-processor.
- 21.13 WRWA may, at any time on not less than thirty (30) Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 21.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. WRWA may on not less than thirty (30) Working Days' notice to the Consultant amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

22 CONFIDENTIALITY

- 22.1 WRWA reserves the general right to disclose information about this Contract, unless otherwise agreed in writing. Subject to the provisions of clause 20, WRWA shall use reasonable endeavours to ensure that information that is commercially sensitive to the Consultant is not disclosed to the Consultant's competitors.
- 22.2 The Consultant shall not make any public statement or press release in connection with its provision of the Services without the prior written approval of WRWA.
- 22.3 The Consultant shall not advertise the fact that it is providing Services to WRWA under this Contract other than with the written permission of WRWA, except where it is contained in any submission to any other public body in response to an invitation to tender from that public body.
- 22.4 The Consultant shall not without written consent of the WRWA Representative during the Contract Period or for two (2) years afterwards make use of for its own purposes, or disclose to any person (except to its consultants or auditors or as may be required by law), the Contract documents or any information contained in them or in any material provided to the Consultant by WRWA pursuant to the Contract or prepared by the Consultant pursuant to the Contract, all of which information shall be deemed to be confidential.
- 22.5 Neither the Consultant nor Staff shall divulge or dispose of or part with possession, custody or control of any Confidential Information provided to the Consultant by WRWA pursuant to the Contract or prepared or obtained by the Consultant pursuant to the Contract, other than in accordance with the express written instructions of the WRWA Representative.
- 22.6 The Consultant shall take reasonable security precautions to protect all Confidential Information relating to the Contract and/or the Services and shall only disclose it to Staff

on a need-to-know basis and then only where should WRWA require it has written and executed agreements in place with Staff to enable it to comply with this clause 22.

- 22.7 The Consultant shall not and shall procure that Staff do not use any of the Confidential Information received other than for the purposes of this Contract.
- 22.8 Confidential Information may be disclosed, reproduced, summarised or distributed only in relation to performance of the Services.
- 22.9 The Consultant shall immediately upon discovery notify WRWA of any unauthorised use or disclosure of Confidential Information and will co-operate in every reasonable way to help regain possession of the Confidential Information or to prevent its further unauthorised use.
- 22.10 The Consultant shall return or destroy all originals, copies, reproductions and summaries of Confidential Information as requested by WRWA save that the Consultant shall be entitled to retain one copy for its proper professional records, auditing and internal regulatory purposes.
- 22.11 The Consultant acknowledges that monetary damages may not be a sufficient remedy for unauthorised disclosure of Confidential Information and that WRWA, without waiving any other rights or remedies, may be entitled to injunctive or equitable relief in the courts.
- 22.12 The Consultant shall indemnify and keep indemnified WRWA against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Consultant of this clause 22.

23 FORCE MAJEURE

- 23.1 Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract other than a payment of money to the extent that such delay or failure is a result of Force Majeure, provided that each Party;
 - 23.1.1 promptly notifies the other in writing of the nature and extent of the Force Majeure causing its failure or delay in performance; and
 - 23.1.2 uses all reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure.
- 23.2 Parties shall bear their own costs arising as a consequence of the Force Majeure event.
- 23.3 Payment for the Services affected by a Force Majeure will be reduced or waived by a reasonable amount to be agreed between the Parties to reflect the extent and standard to which the affected Services are being provided. If a Force Majeure results in suspension of part of the Services WRWA will not be liable to pay for that part of the Services. If a Force Majeure results in suspension of all of the Services or in the Services being provided to a level of negligible value to WRWA, WRWA will not be liable to pay for any of the Services.
- 23.4 If the Force Majeure continues for more than thirty (30) days WRWA may terminate this Contract by giving thirty (30) days' written notice. Such termination shall be without prejudice to the rights of the Parties in respect of any breach of this Contract occurring prior to such termination.

24 TERMINATION OF THE CONTRACT

24.1 WRWA may terminate the Contract immediately:

24.1.1 following any Default by the Consultant which, in the opinion of WRWA, is irremediable; or

24.1.2 following a Default which is notified to the Consultant by WRWA, and which is not remedied by the Consultant within a period of five (5) Working Days from the date of written notice from WRWA; or

24.1.3 if the Consultant undergoes a change of control; or

24.1.4 in the event of the Consultant ceasing to carry on its business or becoming insolvent (within the meaning of Section 123 of the Insolvency Act 1986), or having a liquidator, trustee in bankruptcy, receiver, manager or administrative receiver appointed in respect of the Consultant's assets or (where the Consultant is a partnership) those of any partner of the firm; or any event similar to those listed above occurs under the law of any other jurisdiction; or

24.1.5 if the Consultant, Staff or any person acting on the Consultant's behalf commits any offence under the Bribery Act 2010; or

24.1.6 if the Consultant or Staff commits any gross misconduct affecting WRWA; or

24.1.7 if the Consultant or Staff is, in the reasonable opinion of WRWA, negligent or incompetent in the performance of the Services; or

24.1.8 if the Consultant or Staff commits any fraud or dishonesty or acts in any manner which in the opinion of WRWA brings or is likely to bring the Consultant, Staff or WRWA into disrepute or is materially adverse to the interests of WRWA;

24.1.9 in the event that it is discovered that the Consultant has made any false statement or material misrepresentation in its tender (or any subsequent or related document); or

24.1.10 if the Consultant is found to be in breach of Paragraph 6 of the Revised Best Value Statutory Guidance March 2015 or equivalent provision.

24.2 WRWA may terminate the Contract at any time and for any reason by serving not less than 30 days' prior written notice on the Consultant.

24.3 The Consultant may terminate the Contract in the event of WRWA, or any successor to WRWA's functions, ceasing to carry on its business.

25 TERMINATION IN PART

25.1 Should the Services or any portion thereof not be carried out in accordance with the timescales set out in a Task Form or in accordance with a specified act in a Task Form, WRWA may, without prejudice to any other remedies, by notice in writing to the Consultant, determine the Contract either as respects that part of the Services which has not been carried out in accordance with the Task Form at the time of such determination or as respects the whole of the Task Form to which the Services relate.

In such case the Consultant shall not be entitled under the Contract to payment of any amount for the part of the Services not carried out.

- 25.2 Where WRWA has determined the Services under a Task Form under clause 25.1 and without prejudice as aforesaid WRWA may obtain completion of all or any part of the Services with regard to which the Contract is so determined by arranging for the necessary services to be carried out by alternative means. WRWA shall then be entitled to recover from the Consultant the amount by which the aggregate of the cost of completing the Services in this way, exceeds the amount which would have been payable to the Consultant in respect of the Services if it had been carried out in accordance with the Contract.
- 25.3 On the occurrence of a relevant determination under this clause 25, the Consultant shall, notwithstanding such determination, co-operate in the transfer of the Services to which the relevant determination relates to any alternative organisation in accordance with arrangements to be notified to it by WRWA.

26 CONSEQUENCES OF TERMINATION OR EXPIRY

- 26.1 Within twenty (20) days of the date of termination or expiry of the Contract, the Consultant shall return to WRWA any data and Confidential Information belonging to WRWA in the Consultant's possession, power or control, either in its then current format or in a format nominated by WRWA (in which event WRWA will reimburse the Consultant's reasonable data conversion expenses), together with all training manuals and other related documentation, and any other information and all copies thereof owned by WRWA, save that it may keep one copy of any such data or information for its proper professional records, auditing and internal regulatory purposes or to comply with its obligations under the Contract.
- 26.2 Termination or expiry of this Contract shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Contract prior to termination or expiry or which are expressly stated to survive termination or expiry.
- 26.3 In the event of such notice under clause 24.2 being given, WRWA shall at any time before the expiration of the notice be entitled to exercise and shall as soon as may be reasonably practicable within that period exercise such of the following powers as it considers expedient:
- 26.3.1 to direct the Consultant, where the Services have not been commenced, to refrain from commencing the Services;
 - 26.3.2 to direct the Consultant to complete in accordance with the Contract all or any part of the Services, which shall be paid for at the Agreed Rates and as set out in the relevant Task Form.
- 26.4 Except where expressly stated herein, WRWA shall not be liable to the Consultant for:
- 26.4.1 Any costs, expenses, disbursements or losses;
 - 26.4.2 Any loss of profits, loss of fees, loss of chance or similar losses; or
 - 26.4.3 Any indirect losses or consequential losses,

arising out of termination, part termination or suspension of the Consultant's engagement under this Contract.

27 TUPE

27.1 If the Transfer of Undertaking (Protection of Employment) Regulations 2006 ("TUPE") (as amended) apply on expiry or termination of the Contract for whatever reason, (such date being termed the "Transfer Date") in relation to those employees wholly or mainly engaged in the provision of the Services (as the case may be) immediately before the expiry or termination of the Contract (the "Transferring Employees"), the Consultant shall:

27.1.1 procure that all wages, salaries and other benefits of the Transferring Employees and other employees or former employees of the Consultant (who had been engaged in the provision of the Services) and all PAYE tax deductions and national insurance contributions relating thereto in respect of the employment of the Transferring Employees and such other employees or former employees of the Consultant up to the Transfer Date are satisfied;

27.2 The Contracts (Rights of Third Parties) Act 1999 is intended to apply to assign the benefit of the indemnity in clause 27.1.1 to any new consultant appointed by WRWA to provide services equivalent to those provided by the Consultant under the Contract.

27.3 The Consultant agrees to promptly provide WRWA with full and accurate employment information regarding the Transferring Employees upon request by WRWA and will not for a period of 12 months prior to termination or expiry of the Contract make any material changes in the numbers of Transferring Employees, their remuneration or other terms and conditions of employment.

28 DISPUTE RESOLUTION

28.1 If any dispute or problem arises in relation to the Contract it shall first be discussed at one of the meetings called in accordance with clause 9.5. If no satisfactory resolution is reached at that meeting the dispute or difference shall be referred for determination to one sufficiently senior officer, partner or director of each Party with authority to resolve the dispute.

28.2 If the dispute or difference is not resolved as a result of the meetings referred to in clause 28.1, either Party may propose to the other Party that structured negotiations be entered into with the assistance of the neutral adviser ("Neutral Adviser").

28.3 If the Parties are unable to agree on a Neutral Adviser or the Neutral Adviser agreed on is unable to or unwilling to act, either Party may give to the other Party fourteen (14) days notice of that Party's intention to apply to the Centre for Dispute Resolution ("CEDR") to appoint a Neutral Adviser.

28.4 Within fourteen (14) days of the appointment of a Neutral Adviser the Parties shall meet with him or her in order to agree in good faith a programme for the exchange of information and the structure to be adopted for the negotiations. If considered appropriate, the Parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure.

28.5 All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.

- 28.6 If the Parties accept the Neutral Adviser's recommendations or otherwise reach agreement on the resolution of the dispute, such agreement shall be put into writing and, once their duly authorised representatives sign it, shall be binding on the Parties.
- 28.7 Failing agreement, either Party may invite the Neutral Adviser to provide a non-binding but informative opinion in writing. Such opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings commenced without the prior written agreement of both Parties.
- 28.8 Failing agreement in the structured negotiations within thirty (40) days of the Neutral Adviser's appointment or such later time as agreed by both Parties in writing, then the dispute or difference between the Parties may be referred to an arbitrator to be agreed upon by the Parties or in default of such agreement to be nominated by the President of the Institute of Arbitrators.
- 28.9 The arbitrator shall act as expert and shall be entitled to make such decision or award as he or she thinks just and equitable having regard to the relevant circumstances of the case. The costs of such arbitration shall follow the event or if neither Party succeeds they shall be apportioned between the Parties as the arbitrator, in his or her absolute discretion, thinks fit.
- 28.10 Any award or decision of the arbitrator shall be final and binding on the Parties.

29 OMBUDSMAN INVESTIGATIONS

- 29.1 If a complaint is made about the acts or omissions of the Consultant or Staff when undertaking work for WRWA the Consultant could be the subject of an investigation by the Ombudsman. In such circumstances the Consultant shall make documents available and co-operate with the investigation and to the extent that either (i) maladministration or (ii) a failure in a Services which it is WRWA's function to provide or (iii) a failure to provide such a Services is found to have occurred due to the acts or omissions of the Consultant, Staff the Consultant shall pay any compensation awarded or recommended by the Ombudsman.

30 ASSISTANCE IN PROCEEDINGS

- 30.1 The Consultant shall notify the WRWA Representative of any accident, damage or breach of any statutory provision relating in any way to the Services immediately upon becoming aware of it.
- 30.2 If requested to do so by the WRWA Representative the Consultant shall provide the WRWA Representative with any relevant information arising out of the provision of the Services in connection with any legal inquiry, hearing, arbitration or Court proceedings in which WRWA may become involved or any relevant disciplinary hearing internal to WRWA and shall give evidence in such inquiries or proceedings or hearings.
- 30.3 No payment shall be made for this part of the Services to the extent that the incident, accident or other matter resulted from a breach, act or omission on the part of the Consultant.

31 RECOVERY OF SUMS DUE TO WRWA

31.1 Whenever under the Contract any sum of money shall be recoverable from or payable by the Consultant to WRWA it may be deducted from any sum then due, or which at any later time may become due, to the Consultant under this Contract or any other contract with WRWA.

32 VARIATION OF CONTRACT

32.1 WRWA may request a variation to the Scope of Services in accordance with this clause 32.

32.2 WRWA may request a variation by notifying the Consultant in writing of:

32.2.1 the variation together with sufficient information to assess the variation;

32.2.2 whether any change to the Contract is required in order to implement the variation; and

32.2.3 a time limit within which the Consultant shall respond to the request for a variation and such time limits shall be reasonable having regard to the nature of the variation.

32.3 The Parties shall use reasonable endeavours to agree the variation but neither Party is obliged to accept the variation. If both parties accept the variation, they shall confirm the same in writing.

33 LATE PAYMENT COMMERCIAL DEBTS (INTEREST) ACT 1998

33.1 If either Party is late in making any payment due to the other under this Contract then such Party shall pay to the other interest on the amount of any such late payment, unless the unpaid sum is in dispute between the Parties.

33.2 The interest payable will be calculated on a daily basis from the day after payment should have been made to the date when payment is actually made.

33.3 The applicable interest rate will be the base rate of the Bank of England from time to time plus 4% per annum. The Parties acknowledge and agree that this interest rate provides the Consultant with a substantial remedy in respect of any late payment of sums due under this Contract, and any right to receive statutory interest, defined under the Late Payment of Commercial Debts (Interest) Act 1998, shall not apply to any payment under the Contract.

34 ENTIRE CONTRACT

34.1 This Contract constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with therein. The Contract supersedes any previous agreement between the Parties relating to such matters, all prior negotiations between Parties, and all representations and undertakings made by one Party to the other, whether written or oral. This clause 34 shall not exclude liability in respect of any Fraud or fraudulent misrepresentation.

35 WAIVER

- 35.1 No failure or delay by a Party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

36 NOTICES

- 36.1 Any notice demand or other communication in connection with the Contract shall be given in writing (delivered by hand, first class post, recorded delivery or commercial courier), or by facsimile transmission or electronic mail (confirmed in either case by letter). Such notice shall be addressed to the other Party in the manner referred to in clause 36.2. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been at 9.00 am on the second Working Day after posting if delivered by first class post, or recorded delivery, on the date and time that the courier's delivery receipt is signed if delivered by commercial courier, or four (4) hours in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.

- 36.2 For the purposes of clause 36.1 the address of each Party shall be:

For WRWA:
The General Manager
Western Riverside Waste Authority
Smugglers Way
Wandsworth
LONDON
SW18 1JS
For the attention of Mark Broxup
Tel: 020 8871 2788
Email: mark@wrwa.gov.uk

For the Consultant::

Either Party may change its address for service by serving a notice in accordance with this clause 36.

- 36.3 The provisions of this clause 36 shall not apply to the service of any proceedings or other documents in any legal action, including adjudication.

37 SEVERABILITY

- 37.1 If any provision of this Contract shall become, or be declared by a Court or other competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision

shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

38 RIGHTS CUMULATIVE

- 38.1 All rights granted to either of the Parties shall be cumulative and no exercise by either of the Parties of any right under this Contract shall restrict or prejudice the exercise of any other right granted by this Contract or otherwise available to it.

39 THIRD PARTY RIGHTS

- 39.1 Except in relation to clause 27, this Contract does not create or intend to confer a benefit on, and shall not be enforceable by any person who is not a Party to this Contract. The application of the Contracts (Rights of Third Parties) Act 1999 in connection with this Contract shall be excluded.

40 LAW AND JURISDICTION

- 40.1 The Parties accept the exclusive jurisdiction of the English Courts and agree that the Contract, and all non-contractual obligations and other matters arising from or connected with the Contract, are to be governed and construed according to English Law.

SCHEDULE 1 : SCOPE OF SERVICES

Objective

The Authority wishes to appoint an external legal adviser to assist it in:

- The management of its existing waste contract with Cory Environmental Limited that expires in 2032, this shall include work on a Residual Value agreement contained within the existing contract;
- The development of a new waste strategy and the procurement of new waste management arrangements to be implemented post 2032;
- The potential purchase of land for the development of a new waste transfer station with scope for over site development; and

Extracting best value from its land holdings generally.

The Authority

Western Riverside Waste Authority, “the Authority”, was established in 1986 as an autonomous statutory local government body to undertake the waste disposal functions prescribed by the Local Government Act 1985 and the Waste Disposal (Authorities) Order 1985.

Following its establishment in 1986, the Authority assumed responsibility for waste disposal on behalf of four London Boroughs; Hammersmith and Fulham, Lambeth, Wandsworth and the Royal Borough of Kensington and Chelsea and it is managed by a committee comprised of two elected Councillors from each of these four borough councils. The Authority has the power to raise a levy from these councils, as defined in the Joint Waste Disposal Authorities (Levies) (England) Regulations 2006.

The Authority’s waste management powers and duties are principally as defined in the Environmental Protection Act 1990, and it arranges for the treatment of around 375,000 tonnes of recycling material and waste per year. Most of this is household waste, generated by a population of nearly one million residents within the four constituent boroughs.

Background

The Authority owns two riparian waste transfer stations which are leased to Cory Environmental Limited as part of a long-term Waste Management Services Agreement (“**WMSA**”) that includes for the management of all the Authority’s waste and recyclables up until 2032. The WMSA is a unique Public Private Partnership, but it does have some drafting similar to that of a Private Finance Initiative.

Full details on the Authority’s operations can be found in its [Annual Report for 2020/21](#).

The Authority operates with a lean contract management structure with only 5 full time employees. Legal advice, both commercial and public law has always been sourced externally.

As well as the need to manage its existing contractual arrangements the Authority is mindful that, in the medium term, it will need to begin the process of reprocurring new waste management services post 2032 and it is already considering the viability of purchasing additional land to help facilitate that process.

Scope

The Authority wishes to appoint legal advisors to assist it with the management of its existing contractual arrangements and the procurement of replacement services post 2032 over the next decade. Commercial law advice is currently provided by Mr John Chandler of Shakespeare Martineau LLP and he will be retained to conclude any currently open contractual matters and provide historical context and background to new matters if required. The new advisors will take on any new contract issues as they may arise. The Authority will also retain separate legal advisors with respect to matters of public law. The Authority will retain sole and absolute discretion to allocate work between its various legal advisors.

At this stage the Authority is willing to consider a range of innovative contractual and funding arrangements post 2032 including joint venture structures and it seeks access to external legal advisors' knowledge and expertise to ensure the efficient, timeous, and innovative delivery of the waste management solutions ultimately selected.

The legal advisors appointed to assist the Authority will be expected to provide a comprehensive and wide range of support, advice, and expertise to the Authority on a range of matters which will include joint venture type of projects (especially risk transfer). The legal advisors will be expected to assist the Authority in new procurements and the preparation of contract documentation, including the provision of advice and assistance leading to contract award and financial close (if applicable). A senior member of the legal advisors' staff (probably a Partner) will be expected to act as the principal point of contact to ensure co-ordination and efficient progress of the external legal advisors' remit with a named deputy of similar standing. The legal advisors must also make available such additional personnel as is agreed between the parties to undertake the remit and all actions required to ensure the success of the Procurement.

Advice and support will be expected to be provided on a range of subjects over the next decade including areas such as:

- Identifying and analysing corporate and project risks and the mitigation of those risks.
- Drafting, negotiation and finalisation of procurement and contract documentation.
- Property development and land purchase/sale.
- Attendance at meetings of the Authority, internal meetings with officers or liaison meetings with constituent councils as required.
- Attendance at dialogue or other negotiation meetings with bidders for Project contracts
- Advice on possible options for service delivery including in house or external delivery.
- Working with and assisting other Authority consultants with a wide range of disciplines and expertise on the project team, to complete relevant tasks.
- Advice as required on any Subsidy Control issues.

The legal advisor will also be expected to work collaboratively with other specialist Authority consultants in areas such as waste management, finance and property.

SCHEDULE 2 : METHOD STATEMENTS

(For completion)

**APPENDIX I SCHEDULE 2
PRESENTATION MATERIALS**

SCHEDULE 3 : SERVICE STANDARDS

1. WRWA acknowledges that working effectively in partnership with those with whom it contracts plays a very important part in improving WRWA's capacity and capability to deliver. To achieve that partnership approach to delivery, the following set of principles is to operate, where appropriate, with the Consultant. The principles are that the Parties will:
 - 1.1. share success and agree goals for continuous improvement;
 - 1.2. share information and maintain good communication links;
 - 1.3. systematically examine all activities to agree who is best placed to carry them out;
 - 1.4. recognise and respect each other's agenda, taking account of where they differ;
 - 1.5. make explicit the shared vision and objectives and each other's roles in delivery;
 - 1.6. work jointly through all stages of policy or product development through to delivery and beyond;
 - 1.7. agree the purpose and objectives of the Services, ensuring there is a measurable outcome that can be linked to the relevant task;
 - 1.8. cost the level of Services required in accordance with the Agreed Rates;
 - 1.9. agree milestones and review points for deliverable tasks; and
2. The Consultant shall take all appropriate steps to ensure that neither it nor the Staff is placed in a position where there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Consultant or Staff and the duties owed to WRWA under the provisions of the Contract. The Consultant shall disclose to WRWA full particulars of any such conflict of interest which may arise.
3. The Consultant shall have sound knowledge of issues/problems relating to the public sector and possess the relevant qualifications and certificates applicable to their discipline which relate to the area of consultancy required and the Services provided. They should also have experience of methodologies relevant to their area of consultancy.
4. The Consultant shall take measures to ensure their personnel (and any subcontractors) selected to deliver the Services will be briefed adequately to deliver support in the business culture of WRWA.
5. The Consultant agrees to facilitate skills and knowledge transfer to WRWA's staff during the Contract Period.

SCHEDULE 4 : TASK FORM

The Services

Date	
Task Number	
Description of Task	
Applicable hourly rate and estimated Fees	
Key Dates for Task	
Timescales for Task (state clearly if time is of the essence)	
Other Information	

SCHEDULE 5 : AGREED RATES

Daily rates shall be calculated assuming a 7.5 hour day.

**Table 1: Daily Rates for the Services
(VAT not included) at the Commencement Date**

Consultant Grade	Daily Rates (£)	Hourly Rates (£)
Director/Principal		
Senior/Associate		
Modeller		
Junior/Trainee		

The day and hourly rates quoted above are inclusive of all expenses including subsistence and travel but exclusive of necessary disbursements to third parties agreed in advance by WRWA.

SCHEDULE 6 : STAFF AND STAFF ORGANISATION

To be completed

Consultant's Representative:

(state the name of the individual listed above to be the Consultant's Representative)

SCHEDULE 7 : INSURANCES

1. Third Party Liability Insurance

1.1 Insured

Consultant

1.2 Interest

To indemnify the insured (in paragraph 1.1 above) in respect of all sums which the insured (in paragraph 1.1 above) shall become legally liable to pay whether contractually or otherwise (including claimant's costs and expenses) as damages in respect of accidental:

1.2.1 death or bodily injury, illness or disease contracted by any person;

1.2.2 loss, damage or destruction to physical property;

1.2.3 interference to property or any easement right of air, light, water or way or the enjoyment or use thereof by obstruction, trespass, nuisance, loss of amenities;

happening during the period of insurance (in paragraph 1.5 below) and arising out of or in connection with this Contract.

1.3 Limit of indemnity

Not less than ten million pounds (£10,000,000) in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, but ten million pounds (£10,000,000) any one occurrence and in the aggregate per annum in respect of products and pollution liability (to the extent insured under the policy).

1.4 Territorial limits

United Kingdom.

1.5 Period of insurance

From the date of this Contract for the duration of the Contract and renewable on an annual basis unless agreed otherwise.

1.6 Cover features and extensions

1.6.1 Indemnity to principals clause.

1.6.2 Cross liability clause.

1.6.3 Legal defence costs in addition to the limit of indemnity.

1.6.4 Health and Safety at Work Act(s) clause.

1.6.5 Data protection legislation clause.

1.6.6 Defence appeal and prosecution costs relating to the Corporate Manslaughter and Corporate Homicide Act (2007).

1.7 Principal exclusions

- 1.7.1 War and related perils.
- 1.7.2 Nuclear and radioactive risks.
- 1.7.3 Liability for death, illness, disease or bodily injury sustained by employees of the insured arising out of the course of their employment.
- 1.7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.
- 1.7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the insured.
- 1.7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 1.7.7 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

2. Professional Indemnity Insurance

2.1 Insured

Consultant

2.2 Interest

To indemnify the insured (in paragraph 2.1 above) for all sums which the insured (in paragraph 2.1 above) shall become legally liable to pay as a result of any claim or claims first made against the insured (in paragraph 2.1 above) during the period of insurance (in paragraph 2.5 below) by reason of any unintentional act, error and/or omission in connection with the provision of any professional services in connection with this Contract.

2.3 Limit of indemnity

Not less than ten million pounds (£10,000,000) in respect of any one claim the number of claims being unlimited in any annual period of insurance.

2.4 Territorial limits

United Kingdom.

2.5 Period of insurance

From the date of the Contract for the duration of the Contract renewable on an annual basis unless agreed otherwise by the parties and a period of six (6) years following the last element of a WRWA Project.

2.6 Cover features and extensions

2.6.1 Loss of documents and computer records extension.

2.6.2 In respect of any claims made policy wording a retroactive cover from the date of the Contract or retroactive date no later than the date of the Contract.

2.6.3 Legal defence costs.

2.7 **Principal exclusions**

2.7.1 War and related perils.

2.7.2 Nuclear/radioactive risks.

2.7.3 Insolvency of the Insured.

2.7.4 Liability for death, illness, disease or bodily injury sustained by employees of the insured arising out of the course of their employment.

IN WITNESS WHEREOF the Parties have executed this Contract as a Deed the day and year first before written

THE COMMON SEAL OF THE

**WESTERN RIVERSIDE WASTE AUTHORITY
was hereunto affixed in the presence of:)**

.....
Duly Authorised Officer

EXECUTED AS A DEED by the within named CONSULTANT

.....
**Partner
[????????]**